

EXHIBIT C

AGREEMENT

DATED 19th APRIL 2016

BETWEEN

EMBASSY OF INDIA, WASHINGTON DC

AND

COX AND KINGS GLOBAL SERVICES PRIVATE LIMITED

FOR OUTSOURCING OF PASSPORT SERVICES



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AGREEMENT FOR OUTSOURCING OF PASSPORT SERVICES

THIS AGREEMENT IS MADE ON THE 19th DAY OF APRIL 2016

BETWEEN

The President of India, represented by Ministry of External Affairs through the Embassy of India, Washington DC with the address at 2107, Massachusetts Ave., NW, Washington DC 20008 of the one part

AND

M/s Cox and Kings Global Services Private Limited (Company Registration No. U63040MH2011PTC215069 dated 21 March 2011 issued by Registrar of Companies, Maharashtra, Mumbai, India) a company incorporated in India, with its registered address at Turner Morrison Building, 1st Floor, 16 Bank Street, Fort, Mumbai, Maharashtra 400001 India, of the other part, hereinafter collectively referred to as the parties

WHEREAS the Embassy of India, Washington DC represented by Mr. S. Satish Kumar, Head of Chancery [hereinafter referred to as '**the Mission**'] provides passport services and **M/s Cox and Kings Global Services Private Limited** [hereinafter referred to as '**the Service Provider**'] has agreed to provide a range of Passport support Services [hereafter referred to as '**the services**'] to Mission/Post as provided under the terms of this Agreement.

IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. PROVISION OF SERVICES AND FEE

- i. The Service Provider agrees to provide the services in respect of passport services applications as set out in Schedule 1 of this Agreement at the designated exclusive passport service centres {India Passport Application Centres (IPAC)} at Washington DC, Atlanta, Chicago, Houston, New York and San Francisco.
- ii. The support services to be provided by the Service Provider, the details and the mode and manner to be adopted for the same are as set out in Schedule 2 of this Agreement.
- iii. For every application received by the Service Provider from the Applicant for processing, the Mission/Post agrees that the Service Provider shall be entitled to charge from the Applicants at the time of submission of application, a Service Fee as follows:

Basic Passport Services + ten fingerprint biometrics* + facial biometrics* as indicated in the Annexure B of the RFP: US\$ 19.95 (US Dollars Nineteen and Ninety-five Cents) (*as and when introduced)

The Service Fee ['**the Service Provider's Service Fee**'] is inclusive of all taxes per service for the services rendered. The Service Provider shall not receive any payments from the Mission for providing services to the Applicants. The Service Provider shall also



collect the Passport application fee and the Indian Community Welfare Fund (ICWF) fee (both together known as Government of India Fee or GOI Fee) from the applicants at the time of application and issue a receipt to the applicant, as provided in sub-clause v of this Article.

- v. The receipt given to the passport services applicants should clearly indicate the following details:
- a. Passport services Application Fee (Government of India Fee charged by the Mission)
 - b. Consular Surcharge on each application (towards Indian Community Welfare Fund) (GOI Fee)
 - c. Service Fee (to be retained by the Service Provider)
 - d. Bank Commission/Agency charges (on actual basis payable by applicant - to be retained by the Service provider)
 - e. Value added Services (VAS), as requested by the applicant and as provided for in the Request for Proposal and agreed to under Annexure E of the RFP by the Service Provider
- vi. The Service Provider's Service Fee and charges for VAS are inclusive of VAT and local taxes. It is the responsibility of the Service Provider to pay local taxes/VAT to the local authorities)

2. SCOPE OF WORK AND DELIVERABLES

The Service Provider shall be responsible for the following:

i) Distribute Application Forms.

The Service Provider shall arrange to print the Mission's passport service Application Forms, for which the services have been outsourced at his/her own cost and in the format prescribed by the Mission/Post along with changes whenever made by Mission/Post.

ii) Assistance to Applicants

Assist the Applicants providing factual information on various available categories of passport services and processing the application. The Service Provider shall ensure that the applicants are shown utmost courtesy and rendered proper assistance by the staff of the India Passport Application Centre (IPAC). The staff shall not enter into any argument or acts leading to unpleasantness with the applicants/visitors in the Centre. Any such act(s) shall be dealt with seriously and appropriate remedial measures taken, including penalties applicable, and/or removal of the erring staff member by the Service Provider, if the complaints are serious.

ii) **Acceptance of applications**



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Accept passport service applications, including those received by post, together with the Applicant's passport, Passport Fee together with Indian Community Welfare Fund surcharge (Government of India Fee), the Service Provider's Fee and other necessary and supporting documents from Applicants.

iv) Scrutiny of applications.

On receipt of applications, scrutinize the various documents and forms to ensure they are properly completed (in accordance with the instructions of the Mission/Post) and ensure that each passport service application form has clear audit information on it to allow easy identification of the Passport services Application Fee together with Indian Community Welfare Fund surcharge (Government of India Fee) paid, the type of passport services required and date of payment. Maintain proper records of every application received, cross-referenced to individual fees taken on databases and systems, and in accordance with practices to be prescribed by the Mission.

v) Sending/Collection of passport services documents and Passports

Application documents along with passports are to be forwarded to the Mission securely and in a timely manner on each working day. Processed applications and passports are to be collected from the Mission/Post on each working day (*the timings and manner of which will be determined by the Mission/Post*). Handing / taking over of applications and passports will take place at the premises of the Mission. Registers/Logbooks shall be maintained in this regard and reports provided to the Mission, as prescribed, from time to time.

vi) Providing Accurate Status of the Applications on the Website

The Service Provider should mandatorily provide 4 SMS updates to the applicants for Postal/courier applications and 3 SMS updates for walk-in applicants: i. receipt of application in the IPAC, ii. despatch of documents to the Mission/Post, iii. receipt of documents in the IPAC from Mission/Post, and iv. despatch of documents by Courier/Post). In regard to applications received in person in the IPAC, only ii, iii and iv may be required. All these information should also be uploaded to the website tracking system on a real-time basis.

The Service Provider should also display a copy of the Service Level Agreement (SLA), (indicating only the portions relevant to the applicants, as agreed with the Mission) prominently in the IPAC and also on the website.

vii) Return of documents to Applicants

Return passports and other documents to the Applicants in a timely and orderly fashion in a secure and verifiable manner by registered post/courier as the case may be. The expenses for postage/courier will be borne by the applicants, unless they specifically opt for the relevant Value Added Service.



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viii) Deposit and collection of documents in person

There is no restriction on depositing or collection of documents by the applicants or by their authorized representative in person from the IPAC, with a suitable authorization letter.

ix) Scheduling of Appointments

Service Provider to inform applicants, who are required to attend interviews at the Mission/Post, of the interview date and ensure that an efficient system is in place for the scheduling of appointments for Applicants requiring an interview with the officials of the Mission/Post.

x) Acceptance of Fee

The Passport Fees together with Indian Community Welfare Fund surcharge (Government of India Fee) payable to the Mission/Post and the Service Provider's Service Fee and charges for Value Added Services (VAS) will be accepted in all manners of payment generally used in the United States of America, except personal cheques or company cheques.

xi) Transfer of Government of India Fee to the Mission/Post's Account

Accept such Passport services Application Fee together with Indian Community Welfare Fund surcharge (Government of India Fee) and pay the same to the Mission's/Post's designated bank account, on the day of the receipt electronically through quickest procedures. In case there are no such facilities, the amounts received should be paid into the Mission/Post's designated accounts on the same day or the following working day in the case of delayed receipts. Any delay in depositing the amounts in to Mission's/Post's account shall be dealt with in accordance with provisions contained under the Section on Penalties of the Agreement. Any delay in transfer of money and actual receipt into the government account should be explained with reasons to the Mission/Post or the Audit authorities of the Government of India. Any such delays not acceptable to the authorities will lead to imposition of penalties as prescribed under the Section on Penalties.

xii) Procedure for reconciliation of Passport Services Application Fee

Clear and transparent audit trails of Passport Services Application Fees, together with Indian Community Welfare Fund surcharge (Government of India Fee), shall be drawn up from the time the Applicants' applications are submitted, in a format to be agreed between the Mission and the Service Provider. The Service Provider shall reconcile the amounts remitted on a daily basis, or at any other intervals decided by the Mission from time to time. The Service provider commits to implementing CONSPROM software created by National Informatics Centre (NIC) in their system as and when required by the Mission. Similar audit trails shall be drawn for the collection of Service Fee and Value Added Services (VAS) and Bank/agency charges collected by the Service Provider from the applicants.

xiii) Receipt to Applicant

Provide a bar-coded receipt to each Applicant acknowledging receipt of the Passport services Application Fee together with ICWF fee (Government of India Fee) , Service Providers Service Fee and VAS charges paid to the Service Provider and such receipt shall also state the category of passport services applied for and the date of such payment. A copy of the bar coded receipt is to be enclosed with the application when the same is forwarded to the Mission/Post. The Service provider should ensure that there are no malpractices in the issue of receipts, such as duplicate receipts, missing serial numbers, handwritten receipts etc.

xiv) Bank Commission/Agency charges

Bank Commission/Agency charges shall be collected by the Service Provider on actual basis depending on the mode of payment such as cash, credit/debit cards, demand drafts, online payment etc. The Service Provider shall not collect in excess of the actual charges. The details of such charges shall be displayed prominently in the IPAC and website of the Service Provider for the benefit of applicants. Bank Commission/Agency charges are not an accepted source of income for the Service Provider and should be based on actuals. The Service Provider should maintain a record of verifiable data indicating details of Bank/agency charges collected from the applicants and payments made to the Banks/agencies concerned for audit purposes of the Government of India.

xv) Digitisation and Indexation of data

- a) The Service provider is responsible for Digitisation/Indexation of Passport application forms along with enclosures, as per the parameters prescribed in Annexure A. The data pertaining to passport services should be compiled in separate CDs for uploading to the respective centralised servers. For this, the Service Provider should make sample CDs with limited data entries and get the approval of NIC.

After approval, the CDs with full data and proper indexation, for respective services, should be made periodically, on a weekly basis, and sent to the Ministry of External Affairs, CPV Division, through the Mission/Post. The label of the CDs should clearly indicate the Mission/Post code, number of files and size, period of data and name of the Service such as passport etc. The data thus received in the Ministry will be uploaded to the centralised system. The Service Provider will be responsible for any mismatch in data after uploading finally and will be required to take remedial action.

- b) The Service Provider should create metadata files and PDF files as per parameters indicated in Annexure A of RFP to enable efficient linking to the case files and digitised/indexed documents.
- c) While scanning documents for digitisation/indexation, peripheral enclosures such as booking of air passages etc. need not be included.



- d) In respect of passport documents, the enclosures such as Birth Certificate, marriage certificate, address proof documents, copy of the previous passport or any other documents prescribed by the Mission should be scanned and digitised/indexed.
- e) The digitization/Indexation of documents should be completed within one week from the receipt of application, unless specifically extended by Mission/Post (to accommodate transition-related issues etc.), failing which penalties will be imposed as indicated under the Section on Penalties.

xvi) Enrollment of finger and facial biometrics

Enroll ten finger and facial biometrics in respect of passport applicants and transfer the data to the Mission/Post electronically on each working day, as per format prescribed in Annexure B of the RFP, in coordination with NIC. The Service Provider should ensure safety of storage and transfer of such data. Similar procedures for enrollment of biometric data for passport services shall be made as and when introduced by Government of India.

xvii) Quality control and systems

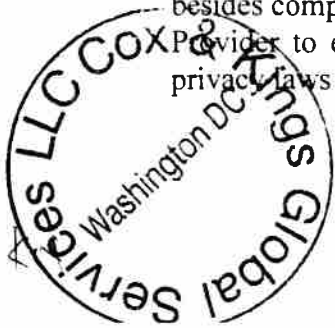
The Service Provider will be required to have in place a reliable quality control system that maintains continuous surveillance on service standards; put in place a viable and effective security and vigilance system; operate an e-mail, tele-enquiry facility and electronic display in order that Applicants can track the progress of their applications; put in place a system where telephone enquiries can be answered promptly; have in place an adequate contingency plan, prior to entry into operation of this Agreement, to maintain an acceptable level of service if the operation of any/all India Passport Application Centres (IPAC) are interrupted for any reason; and ensure that email and postal letters are replied within two working days of receipt. The Service Provider will be bound by the Service Level Agreement enclosed with this document as Annexure-1.

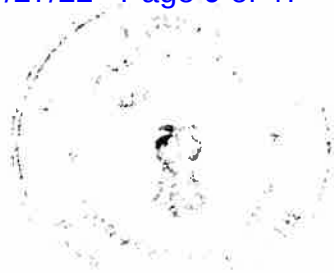
xviii) Certification

The Service Provider should submit the following Certificates at the time of signing of the Agreement and enclose a copy of the same:

ISO-9001-2008 certification for quality management;
ISO-27001-2013 certification for IT related services; However,
ISO-23026-2015 for website quality certification is to be submitted within three months from the date of award of Contract.

The certification should be upgraded to the latest version as and when available. Any other procedures for privacy and protection of data should be implemented as indicated in the RFP besides compliance with local Government procedures. It will be the responsibility of the Service Provider to ensure full compliance with local laws in this regard, to ensure compliance with privacy laws and protection of personal data.





xix) Reporting of Fraud

The Service Provider will immediately notify and report in writing to Mission/Post any case of fraud, crime, theft, cheating, burglary, dacoity, larceny or misappropriation in respect of all or any property, tangible or intangible, physical or electronic etc. and all the details thereof along with action taken in the matter and also the steps taken/being taken to prevent such happenings in future. It will also be the responsibility of the Service Provider to provide any CCTV footage of the IPAC, required for the purposes of investigation.

The Service Provider shall also be responsible for any financial or legal implications in such an eventuality.

xx) Emergency Situation

Depute a person to make available the application/documents during weekends/holidays/after office hours to the Mission/Post to deal with any emergency situation in coordination with the designated officer of the Mission.

3. FACILITIES

The following facilities and infrastructure will be provided for the outsourcing of Passport services:

i) INDIA PASSPORT APPLICATION CENTRE AND ITS WEBSITE

- a) The Service Provider shall ensure that the IPAC is easily accessible to members of the public. The respective IPACs shall have the following minimum areas: Washington DC - 1600 sq. ft.; Atlanta: 1600 sq. ft.; Chicago: 1600 sq. ft.; Houston: 1600 sq. ft.; New York: 2500 sq. ft.; San Francisco: 2500 sq. ft., with sufficient space in terms of back office, waiting area, number of counters (Minimum: Washington DC - 4; Atlanta: 4; Chicago: 4; Houston: 4; New York: 6; San Francisco: 6; counters should be designated for applicants coming with appointments, walk-in applicants, Tatkal applications, and general enquires.) and processing area as approved by Mission/Post and indicated in Annexure-D to the RFP to deal with the applicants. Adequate area will be earmarked for Value Added Services and for enrollment of biometric data of the applicants. The office will have adequate number of Computers/printers/scanners etc as indicated in Annexure D with appropriate software as prescribed by National Informatics Centre and as per standard quality parameters.
- b) Walk-in facilities for applicants will be provided as a standard procedure. The turnaround time for the applicants with appointment shall not exceed 60 minutes as indicated in Annexure D to the RFP. In the case of walk-in applicants, while



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every effort will be made to service them in 60 minutes, the total turnaround time shall not exceed 120 minutes.

- c) Submission of documents by applicants on appointment basis is optional, with due approval of the Mission/Post and at no extra cost. In such cases, separate counters shall be provided for applicants with appointments.
- d) Separate arrangements should be made for applications from Travel Agents so that the individual applicants are not inconvenienced due to bulk submissions by travel agents. There should, however, be no additional charges for submissions by Travel Agents.
- e) The staff of the IPAC shall be well-versed in English and the local language, besides availability of facility for Hindi and/or the prominent local Indian community language.
- f) The IPAC shall have a clear display system indicating the token number of applicant being processed.
- g) The IPAC shall have provision for drinking water, heating/air-conditioning, lighting arrangements, washrooms, and internet/wi-fi for online application submission, etc. The IPACs shall be open from 9.00 am to 6.00 pm on all days, excluding weekends and public holidays in the United States of America as decided by the Mission/Post. The submission hours for applicants should conform to the details indicated in Annexure D to the RFP and the pre-bid conference, as agreed with the Mission.
- h) The Service Provider shall also have a separate interactive blog or section titled 'Suggestions and Complaints' in its website, as specified by the Mission, to receive suggestions and complaints from the applicants which shall be available for viewing by interested members of the public. The Service Provider shall respond to such complaints to clarify the situation. The details of this interactive blog/website should be displayed prominently at the IPAC, along with a copy of the service standards (relevant to the applicants) stipulated in the Service Level Agreement.
- i) Nominate a person who will be reachable weekends/ holidays or after office hours, for coordination with the Mission/Post to deal with any emergency situation.
- j) Adequate electronic surveillance system and manual security system, including but not limited to security staff, metal detectors, CCTV cameras with recorded data etc. as specified by Mission, will be provided for in the Centres, as provided under Annexure D of the RFP.



- k) Appropriate security in the form of a strong room/cabinet for keeping the documents and passports of the applicants in a secure manner will be provided.
- l) Provide an electronic information display at IPAC about the status/progress of the application.

ii) IT RELATED MATTERS

The Service Provider shall make appropriate provisions for the following:

- (a) An IT system which will allow the entire Service Provider's consular service network access to any centrally based appointment system.
- (b) The service provider shall submit the following Certificates at the time of signing the Agreement:

ISO-9001-2008 certification for quality management;
ISO-27001-2013 certification for IT related services;
However, ISO-23026-2015 for website quality certification (is to be submitted within 3 months from the date of award of contract.

The upgraded version shall be provided as and when available.

- (c) The Service Provider shall be responsible for Electronic transfer of biographic and biometric data of the applicants, along with PDF files of enclosures, to the Mission/Post as per the prescribed format.
- (d) Wherever required, meta-data files with sub-files for enclosures, shall be created to enable electronic transfer of data.
- (e) Enrollment of biometric data, ten finger biometric and facial biometrics, as prescribed by National Informatics Centre right from the beginning and in coordination with the Mission/Post.
- (f) Digitisation and indexation of documents including enclosures and photographs as per the parameters indicated in Annexure-A of RFP and as prescribed by Mission as and when required. The digitised/indexed documents shall be passed on to the Mission/Post in the prescribed format approved by Mission/Post within the prescribed time frame to enable an efficient search and retrieval operation. Delays in digitization/indexation of documents will attract penalties including forfeiture of Bank Guarantees. While the time frame for indexation/digitization of documents should be strictly adhered to, the Service Provider should complete the work without any shortcomings at the time of expiry/termination of Contract, failing which all the Bank guarantees with the Mission will be forfeited by the

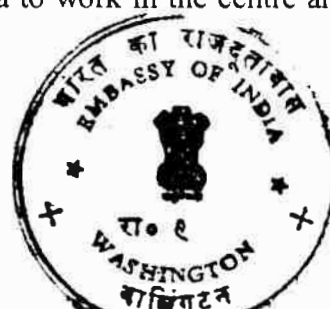


Service Provider to meet the cost of completion of the balance of work by the company/agency approved by the Mission.

- (g) The ability to computerise operations related to the accounting of fee collection. The Service Provider shall provide for introduction of CONSPROM software for accounting procedures as and when introduced by the Mission, in consultation with the National Informatics Centre (NIC). The requisite software will be provided by NIC free of cost.
- (h) The ability to computerise operations related to the tracking of passport movement from receipt to delivery. This status shall also be available in the website of the Service Provider.
- (i) A security system for the control of Applicants and safe custody of documentation collected/biographic and biometric data, including information held on IT systems.
- (j) An effective quality control system.
- (k) Records and statistics in the format required by the Mission.
- (l) The Service Provider will establish and operate a website in coordination with the Mission/Post, which will contain all information relevant and useful to passport service applicants. All information posted on the website shall have the approval of the Mission in advance.
- (m) The Service Provider is required to make available a live hunting CCTV feed online (IP based) to the Mission/Post pertaining to the visitors and counters area, for monitoring by the Mission/Post. Penalties will be applied for failure to do so, as per the SLA.

iii) RECRUITMENT AND STAFF REQUIREMENT

- (a) The Service Provider shall recruit and train staff who can explain clearly and accurately the Passport services and the application process and the details of documents which shall be submitted along with the application.
- (b) The qualification of the staff recruited shall be a minimum of graduation level. They will also have appropriate educational qualification for the type of work to be handled and shall be well-versed with the local language and English, besides Hindi and/or the language of the local Indian Community.
- (c) The staff shall have appropriate work permit/visa to work in the centre and shall be free from any criminal records.



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- (d) The Supervisory and executive personnel of the Service Provider will be responsible for the efficient running of the Centres and shall closely coordinate with the Mission/Post.
- (e) The management and staff of the Service Provider shall be courteous and helpful to the applicants.
- (f) The Service Provider shall adhere to good industry practices.
- (g) The Service Provider shall provide details of the personnel to be deployed in the IPACs for pre-verification purposes and approval by Mission/Post. Persons not cleared by Mission/Post shall be replaced immediately at the Service Provider's cost and liabilities.
- (h) Minimum number of staff to be deployed by the Service Centre at the respective IPACs will be as follows: Washington DC: 6; Atlanta: 6; Chicago: 6; Houston: 6; New York: 10; San Francisco: 10. Staff should be designated for counters, Tatkal counter, processing of applications, processing of postal applications, coordinating enquiries, and IT services.

4. CHARACTER AND ANTECEDENTS

The Service Provider shall be free from any allegations or activities connected with human trafficking, hawala transactions, cheating, bankruptcy and anti-Indian activities or acts inimical to the interests of India. Any adverse information, which comes to light after the signing of contract, could lead to termination of the same immediately and the expenses in this regard shall be borne by the Service Provider.

5. ELIGIBILITY AND PREREQUISITES

Eligibility of the bidding companies has been explained in the RFP. Any misrepresentation of facts, established subsequently, would lead to termination of the contract. Accordingly, sister companies and subsidiaries of the bidding company shall not bid separately for visa services. If this is found after the signing of the contract, the Service Provider is liable for termination and the costs of termination shall be borne by the Service Provider.

6. BANK GUARANTEES

The following irrevocable Bank Guarantees shall be provided by the Service Provider at the time of signing of the Agreement:

- (a) The Service Provider shall provide a Bank Guarantee amounting to US Dollars 1,50,000 (fixed at 3 days of daily Government revenue collected by Service Provider for providing passport services being outsourced by Mission/Post, based on the daily average over the preceding twelve months) for the government funds held by it temporarily, after



collection, and for the safety of documents. In case of repeated defaults, the Mission reserves the right to terminate the contract.

(b) The Service Provider shall provide a performance Bank Guarantee of US Dollars 2,40,000 fixed at 2% of the annual expected passport revenues of the Government, based on the preceding twelve months, for penalties due as explained under Para 18 (iii) 'Operational Penalties' of this Agreement. This Bank Guarantee will be provided in four pieces of 50%, 20%, 20% and 10% of the total value.

(c) The Service Provider shall provide a Bank Guarantee for premature termination of Contract, for a sum of US Dollars 17,23,680 equal to service fee x 180 days x 480 (approximate number of applications per day based on the preceding 12 months of the Mission/Posts), for the purpose mentioned under the Sections on Penalties and Termination.

(d) The Service Provider will effect and maintain insurance equivalent to the total annual revenue to cover its obligations under the Agreement, including those obligations, which survive the expiration or termination of the Agreement/Contract. The Insurance Policy should be provided to the Mission within one month from the date of commencement of operations failing which a penalty of US\$ 500 per day, up to a maximum of 30 days will be imposed, after which the Mission will have the right to terminate the Contract. In that event, the Service provider will forfeit the Bank Guarantee provided for premature termination of Contract and the Mission shall have the right to bar the Service provider from participation in future tender processes.

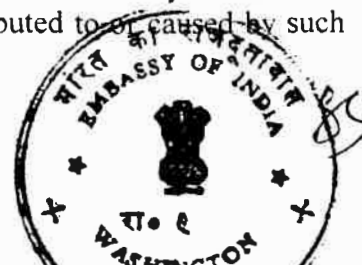
(e) All Bank Guarantees are irrevocable and shall be submitted at the time of signing of contract.

(f) The Bank Guarantees shall be valid till six months from the date of expiry/termination of the Contract or any extension granted to the Contract to complete any residual matters pertaining to the Contract period. The Bank Guarantee shall be extended if specifically requested before the expiry of the Bank Guarantee due to any non-resolution of the issues pertaining to the Contract

7. INDEMNITY FOR LOSS

i) The Service Provider will be fully responsible for the performance of the services and for all documents and Passport Fee together with Indian Community Welfare Fund (Government of India Fee) received, the safe keeping of such documentation including biographic and biometric data and the amounts from the point of collection until it is delivered to the Mission/Post or deposited in the Mission's/Post's designated bank account in accordance with Schedule - 2 and while it is in transit back to the Applicant or their authorized representative/agent.

ii) The Mission/Post shall not entertain any claim for expenses or liability for loss of passports or documents or any other claim directly or indirectly attributed to or caused by such



loss provided always that such loss occurs while the said documents are in the care and custody of the Service Provider. The Service Provider shall indemnify the Mission/Post to the full extent, including any legal costs incurred in the event of any claim made by any Applicant for loss caused or for any suit for damage arising due to loss of confidentiality or personal details including biographic and biometric data of the applicant while the said documents are in the care and custody of the Service Provider and it shall be the Service Provider's responsibility to compensate the Applicants if such losses occur.

iii) The Service Provider indemnifies the Mission/Post from and against any liability incurred by the Mission/Post and loss or damage to the property of the Mission/Post arising from any unlawful, negligent or willful act or omission by the Service Provider, its officers, employees, or authorized representatives in connection with and in the performance of this Agreement.

8. FEES

i) The Service Provider shall accept Passport Services Application Fees along with Indian Community Welfare Fund (Government of India Fees) from Applicants and transfer the said amounts electronically by fastest means into the Mission's/Post's designated bank account on the day of receipt. Wherever facilities for electronic transfer are not available, the amounts received by the Service provider should be paid into the Mission's/Post's designated account by any other means on the same day. However, the amounts received late shall be deposited in the Mission's/Post's designated bank account on the following working day without fail.

ii) **Delayed Payment and Penalties:** The Government of India fee received by the Service Provider on behalf of Mission/Post is to be made on the same day or the next working/banking day in case of delayed receipts in the account of the Mission, as explained above. Failure to do so will entail a penalty of 0.5 percent per working/banking day. Failure to deposit amounts received by the Service Provider on behalf of the Mission, in full or in part, into the Mission/Post's account continuously for three working/banking days will be taken as intentional serious lapse and the Mission will have the right to encash the Bank Guarantee under section 6(a) provided for this purpose, as explained under the section on Bank Guarantees.

iii) If the operational penalty amount becomes substantial, then the Mission shall have the right to encash pieces of the Bank Guarantee under section 6(b) as appropriate. In the event that the total penalty payable exceeds the total bank guarantee under section 6(b), then the Mission shall have the right to terminate the contract immediately, encash the existing Bank Guarantee provided for premature termination of Contract and take possession of all the passports and documents with the Service Provider and any other properties of the Mission/Post lying with the Service Provider. The process of smooth takeover of the services will begin from the moment the services are terminated under this clause under the overall supervision of an officer appointed by Mission for this purpose and the process has to be completed in all respects as early as possible, in not later than three months or the notice period given by the Mission, whichever is later. In case the Service Provider decides to terminate the Contract before the Notice Period, the Mission will encash all the Bank guarantees stipulated in Para 6 of the Agreement.



iv) Any termination of Contract by encashing Bank guarantees will debar the Service Provider from taking part in future tender process of Indian Missions/Posts where the incident has occurred. In the event of very serious lapses, Ministry has the right to debar the Service Provider from taking part in bids in other countries too, either in a particular region or on a global basis.

9. SERVICE FEE

i) The Embassy of India, Washington DC will not pay for the services rendered by the Service Provider. The Service Provider will charge the fee approved, per passport service application, denominated in US Dollars as indicated in Para 1 of the Agreement.

ii) The fee per Passport application quoted is inclusive of any local taxes and VAT currently applicable in the United States of America. This fee will remain fixed during the term of the Contract. Proposals for revision may be considered during the period of the contract, only if there is a cumulative rise of 25% or more in the elements affecting the Service Fee. The Bidding Company, while fixing the Service Fee (inclusive of local taxes and VAT) should specify the rate of local taxes, VAT and UN Consumer Price Index (UNCPI) for the country offered for bidding.

While seeking any increase in price, the Service Provider should give documentary proof and calculations to justify the increase to the Mission for approval. The proposal for such increases should also indicate details of weightage of elements affecting the Service Fee. The information provided in the detailed Costing sheet included in the Financial Bid proforma (Annexure-C), will be relied upon for assessing any claim in this regard. The decision of the Ministry of External Affairs after considering the proposal shall be final.

iii) In the event of a significant adverse change in the circumstances that results in a verifiable drop of over 20% in the number of applications, due to any measures by the Government of India, the Mission will consider representations from the Service Provider for revision of the Service Fee. Any decision on the revision shall be on the basis of a detailed justification submitted by the Service Provider, in continuation of the details provided under Annexure-C provided as part of the Financial Bid. The decision of the Mission (taken in consultation with Ministry of External Affairs) will be final in this regard.

10. CONTRACT MATERIAL

i) All material necessary for the processing of the passport service applications shall be stipulated by the Mission to the Service Provider who shall prepare the same at its own cost, which shall include but will not be limited to specimen application forms, the Indian Passport Service web-page on the Service Provider's website and Information flyers.

The said material shall remain the property of the Mission and shall be returned to the Mission on expiration or premature termination of this Agreement.



- iii) The Mission grants the Service Provider a license to use, reproduce and adopt the name of the Mission only for the purposes of this Agreement and in accordance with any conditions or restrictions notified by the Mission in writing from time to time.
- iv) Ownership of all material created in performance of the services under or otherwise in accordance with this Agreement vests in the name of the Mission on its creation.
- v) The Service Provider will ensure that the material is used, copied, supplied or reproduced only for the purposes of this Agreement.

11. ACCESS TO PREMISES

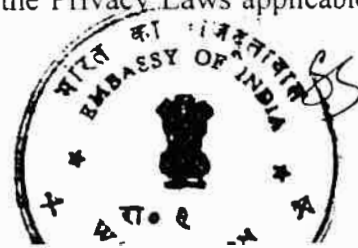
- i. The Service Provider will allow officials of the Mission/Post and any other persons authorised by the Mission/Post to access Centre premises at all reasonable times and to inspect and copy all relevant documentation and records stored in the Service Provider's possession or control for the purposes associated with this Agreement or any review of performances under this Agreement.
- ii. The rights referred to in Sub-clause i are subject to:
 - a. compliance with the Service Provider's reasonable security procedures.
 - b. the Service Provider will ensure that any subcontract entered into for the purpose of this Agreement contains an equivalent clause granting the rights specified in this Clause.
 - c. Sub-clauses i and ii apply for the term of this Agreement and for a period of five years from the date of expiration or termination of the Agreement in respect of data handled by the Service Provider.

12. INSURANCE

- i. The Service Provider will effect and maintain adequate insurance to cover all the Service Provider's obligations under this Agreement, including those obligations, which survive the expiration or termination of this Agreement.
- ii. The Service Provider will provide proof of current insurance acceptable to the Mission and shall provide to the Mission a certified true copy of the policy of insurance within the timeline specified.. Failure to renew insurance policies in time will invite penalties as explained under, Bank Guarantees- Para 6.d

13. PROTECTION OF PERSONAL INFORMATION

The Service Provider will deal with and handle all personal information including biographic and biometric data as per the provisions of the Privacy Laws applicable both



in India and in the United States of America applied to it. In particular, the Service Provider undertakes to:

- a) use, handle and deal with all personal information only for the purposes for which it is collected or otherwise comes into the Service Provider's possession under this Agreement; and
- b) protect all personal information including biographic and biometric data in its possession and will not disclose it without the consent in writing of the Mission or unless required by law with the consent of the Mission. Any provision of information pertaining to the Contract or information handled as per the provisions of the Contract to the local Government shall be only with the approval of Mission.
- c) In the event of failure to comply with the obligations under this clause referred to above, the Mission shall have the right to encash the Bank Guarantees referred to under Para 6. b and c and terminate the Agreement with immediate effect.

14. MISREPRESENTATION

- i. The Service Provider will not represent itself and will ensure that its officers, employees, agents and subcontractors do not represent themselves, as being an officer, employee, agency or organization of the Mission/Post.
- ii. The Service Provider will not by virtue of this Agreement, or for any other purpose, be deemed to be an officer, employee and partner of the Government of India or as having any power or authority to bind or represent the Government of India.
- iii. All advertising signage and public information relating to the services provided by the Service Provider for the Mission/Post requires the prior approval of the Mission/Post.

15. ASSIGNMENT AND NOVATION

- i. The Service Provider will not assign in whole or in part its rights under this Agreement without the prior written approval of the Mission.
- ii. The Service Provider will not assign in whole or in part its obligations under this Agreement.
- iii. The Service Provider will not consult with any other person or body for the purposes of entering into an arrangement which will require novation of the Agreement without first consulting the Mission.

16. DISPUTE SETTLEMENT



In the event of any dispute or difference arising under this Agreement, the same shall be resolved amicably between the parties in the Mission and then in the Ministry, after issuance of 15 days' Notice in writing to the other party clearly mentioning the nature of dispute. If the dispute is not resolved within three months from the date of Notice, the dispute shall be referred for arbitration to Delhi International Arbitration Centre. The language of the arbitration proceedings shall be English and the place of arbitration shall be New Delhi. The Delhi International Arbitration Centre Rules (DAC) made there under with all/any modifications or amendment thereof for the time being in force shall apply to the arbitration proceedings.

The Agreement shall be governed and interpreted in accordance with the laws of India and Courts in Delhi shall have exclusive jurisdiction.

17. INDUCEMENTS/THREATS

Offering an inducement of any kind in relation to obtaining this or any other contract with the Mission will disqualify that bidder from being considered for the tender process and/or result in a ban on the bidder from participating in future bids in all Mission/Posts.

- i) The Bidding Company/Service Provider shall not offer, give or agree to give to any person in the Mission/Post or in the Ministry of External Affairs, Government of India, any gift or consideration as an inducement or reward for doing or refraining from doing any act in relation to the obtaining the Contract or performance of this Agreement or any other Contract with the Mission/Post Ministry of External Affairs, or for showing or refraining from showing favour or disfavour to any person in connection with the award of Contract or performance of the Agreement. The bidding company/Service Provider also shall not resort to any act of threat or intimidation against the officers of the Mission/Post/Ministry of External Affairs for not agreeing to any particular request/demand either during the tender process or during the period of Contract.
- ii) If any violation is committed by the Service Provider in this regard, the Mission shall be entitled to disqualify the Bidding Company or terminate the contract with immediate effect by written notice to the Bidding Company or Service Provider. In that event, the Bid Security Deposit or the Bank Guarantee for premature termination of Contract will be encashed by the Mission and the Bidding Company/Service Provider will be banned from taking part in future tenders of all the Missions/Posts. The Ministry of External Affairs shall also have the right to terminate the existing Contracts in other Missions/Posts. The Service Provider shall be responsible for the consequences arising out of such termination in regard to other parties and agencies.

18. PENALTIES

- i. **Delay in opening of IPAC:** The Service Provider will ensure that all the Centres are established by the time frame indicated in Schedule-2 and other required infrastructure and systems such as the website, the call centre(s) are in place within the agreed time-frame to the satisfaction of the Mission/Post. In the event of delay in opening the Centres, Mission has the right to terminate the Contract and also encash the Bank Guarantee



referred to in Para 6.b and c, if alternative arrangements are not provided by the Service Provider for smooth functioning of the outsourced services of the Mission/Post.

- ii. **Premature Termination of Contract:** The Service Provider agrees to forfeit the Bank Guarantee of US\$ 17,23,680 (US Dollars One Million Seven Hundred Twenty Three Thousand Six Hundred and Eighty Thousand) referred to under para 6.c of this Agreement to the Mission for premature termination of contract by the service provider.

- iii. **OPERATIONAL PENALTIES**

This will be in accordance with the Service Level Agreement enclosed with the document as Annexure-1.

19. **TERMINATION**

- i) Mission may at any time terminate this Agreement by giving six months' notice to the Service Provider. However, Mission shall also have the right to terminate the Agreement by giving a lesser period of Notice under special circumstances, such as security considerations, violation of privacy laws etc., and encashing the Bank Guarantee for premature termination of Contract. Termination will have effect from the date of notification unless there is a specific statement to the contrary in the notice of termination.
- ii) In the unlikely event of break-down of diplomatic relations between the Government of India and the Government of the United States of America, or in the event of a serious security threat perception which may necessitate the winding up of consular operations in the country, the Government of India/Mission will terminate this Agreement at one week's notice without any liability to the Government of India / Mission.
- iii) Notwithstanding the above, the Service Provider will have the option to terminate the Agreement, by giving reasons for the same, with an advance notice of at least six months to the Mission.

20. **VARIATION**

No variation of this Agreement is binding unless it is agreed upon in writing between the Parties.

21. **SEVERABILITY**

If any provision or provisions of this Agreement shall be held to be invalid, illegal, unenforceable or in conflict with the law of any jurisdiction, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby and they shall continue to be in force.



22. FORCE MAJEURE

Any delay or failure in performance by the Service Provider hereunder shall be excused if and to the extent caused by the occurrence of a Force Majeure. For purpose of this Agreement, Force Majeure shall mean a cause or event that is not reasonably foreseeable or otherwise caused by or under the control of the Service provider claiming Force Majeure, including acts of God, Civil or military authority, acts of the public enemy, threat of war, declared war, undeclared war, war riots, actual or threatened terrorist activity, civil disturbances, insurrections, , fires, earthquakes, volcanic ashes, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, restrains of government, governmental acts, injunctions, labour strikes other than those of the Service Provider, which prevented the Service Provider from discharging his functions under this Agreement. Force Majeure will be equally applicable to situations concerning the Mission/Post as well, in relation to the Service Provider during the operation of the Contract.

23. COMPLETE AGREEMENT WITH SCHEDULES AS INTEGRAL PART

This Agreement constitutes the whole agreement between the Parties in relation to its subject matter. Schedule 1 and Schedule 2 annexed hereto and the Service Level Agreement at Annexure-1, List of Value Added Services at Annexure-2, as well as the proposal submitted by the Service Provider at the time of bidding shall be taken, read and construed as an essential part of this Agreement.

24. TERM OF AGREEMENT

- i) This Agreement commences on **19 April 2016** and will expire on **6 May 2018** unless terminated before that date in accordance with its terms.
- ii) The performance of the Service Provider will be reviewed at the end of every year, to evaluate corrective measures for fall in quality of service during the year of service. If the service provided by the Service Provider became unsatisfactory or adequate measures have not been taken, the Agreement will be terminated as per Para 19 of the Agreement. The Mission shall have the option to extend the operation of this Agreement, with the approval of the Ministry, for a period to be mutually agreed upon on such terms and conditions as are agreed to by the Parties, by giving the Service Provider notice of at least eight weeks prior to the date on which it is due to expire.
- iii) This Agreement can be modified by the mutual consent of the Parties in writing.
- iv) The Agreement shall come into force from the day of its signing by the Parties.

Done in two Originals in English language, both texts equally authentic.

In witness whereof the parties to this agreement have set their hands and seal in this Agreement on this 19th day of April, 2016.



SIGNED SEALED AND DELIVERED
For and on behalf of the Embassy of India,
Washington DC by

S. Satish Kumar
S. Satish Kumar,
Head of Chancery,
Embassy of India,
Washington DC

In the presence of



Prasanna Shrivastava
Prasanna Shrivastava,
First Secretary (Political & CPV),
Embassy of India,
Washington DC

SIGNED SEALED AND DELIVERED
For and on behalf of M/s Cox and Kings
Global Services Private Limited, India

Kiran Nambiar
Kiran Nambiar,
Vice President & Country Manager,
Cox & Kings Global Services Private
Limited,
Washington DC

In the presence of



Raj Chetri
Raj Chetri,
Deputy Manager,
Cox & Kings Global Services Private
Limited,
Washington DC



SCHEDULE 1

List of Passport services for which the Service Provider will provide services to the Mission/Posts:

1. Passport support services pertaining to issue/renewal of Indian passports.
2. Any other Passport related service required by the Mission/Posts.

Note: The list of the services can be modified by the Mission as and when required.



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SCHEDULE 2

1. The Passport Service Centre Office Locations

1.1 The Service provider will maintain offices in the following locations:

- i) Washington DC
- ii) Atlanta
- iii) Chicago
- iv) Houston
- v) New York
- vi) San Francisco

The Service Provider will ensure that the Service Centres are situated in premises easily accessible to members of public and at a location conveniently connected to the Mission/Post. The Service Centres shall have sufficient space in terms of waiting area (seating arrangements, proper lighting, drinking water, washroom etc.), application counters, desks for filling forms and writing requests, and processing area. Each Centre will have appropriate facilities and conveniences for the Applicants while endeavouring to minimize waiting time. These offices will be maintained by the Service Provider unless an alternative agreement is reached between the parties. These offices will be opened to the public on or before 7 May 2016.

1.2 The Facilities in the Service Centres may be expanded in the future as per the requirements and collection centre/s may be setup in other cities subject to mutual agreement.

2. Operating Hours

2.1 The Service Centres shall be open from 9.00 AM to 6.00 PM on all working days, except weekends and holidays designated by Mission. While the IPAC shall operate for 45 hours per week excluding weekends, it shall have at least 33 submission hours (with minimum six and a half hours per day) per week. The Service Provider may operate on a contiguous or split hours basis for submission of applications at the IPACs with the approval of Mission/Posts. There shall not be any restriction for submission and collection of passports by the applicants in person at the IPAC.

2.2 Extended hours/additional staff for peak periods/seasons shall be arranged by the Service Provider in coordination with the Mission/Post to facilitate the applicants without any additional charges.

2.2.1 Provisions shall be made for emergency passport services after office hours, weekends and holidays by the Service provider by designating one person to coordinate with the Mission/Post without any additional charges.

Reporting Requirements



3.1 The Service Provider is to maintain records of the number of applications received, the number of passports handled, and the number of phone calls and e-mails received and answered. These reports are required on a weekly basis and shall be provided to the Mission/Post.

3.2 The Service Provider is required to report daily on the number of applications accepted by the Service Provider and the corresponding amount paid into the designated account of the Mission/Post and also the service fee/VAS/bank/agency charges collected by the service provider against each application. A Proforma will be provided to the Service Provider by the Mission/Post on the information required daily when the Service Provider drops off the passport service applications forms.

3.3 The Service Provider will report monthly, or as required by the Mission, on the location of passport service application lodgments with the Service Provider's office and statistics on where passports were forwarded to in order to understand where the demand for Indian passport services is originating from.

4. Remuneration

4.1 The charges to clients shall not exceed the cost of the appropriate Passport Fee together with Indian Community Welfare Fund surcharge (Government of India fee) plus the Service Provider's service fee and other charges for each application as below:

- a) Basic Passport Services + ten fingerprint biometrics* + facial biometrics* as indicated in the Annexure B of the RFP: US\$ 19.95 (US Dollars Nineteen and Ninety-five Cents) (*as and when introduced)
- b) Value Added Services at the request of the applicant as per the approved list (enclosed as Annexure 2)
- c) Bank/agency charges as per the mode of payment on actual basis

The Service Provider's Service Fee (SF), which includes VAT and other local taxes, will remain unchanged during the contract period and will not be affected by changes in inflation rates, rate of exchange, number of passport applications and VAT/local taxes. However, if there is a change in VAT/local taxes to the tune of more than 25%, appropriate changes may be made in the Service Fee on the basis of supporting documents from authorized Government agencies. This will be done on the basis of a recommendation from the Mission in consultation with and approval from the Ministry of External Affairs.

4.2 The Passport Fee together with Indian Community Welfare Fund fee (Government of India fee) shall be paid into the designated account of the Mission/Post in US Dollars.

4.3 The Service Provider accepts full responsibility for the Passport Fee together with the Indian Community Welfare Fund surcharge (Government of India Fee) from the time it is received from an Applicant until it is deposited in the designated account of the Mission/Post and bank deposit slip is received from the bank.



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4.4 The Mission will inform the Service Provider in writing promptly in case there is a change to the passport Fee, so as to upload the information to its websites and IPACs.

5. Drop-off/Pick up times

5.1 The passport service application drop-off and pick-up times may vary depending on the operational needs of the Mission/Post. However, there will be at least one combined drop-off/pick-up run per working day as agreed in advance between the Service Provider and the Mission.

6. Drop off requirements

6.1 The drop-off material shall also contain a bank deposit slip clearly indicating the amount deposited into the account of the Mission/Post and Applications shall be reconciled against the amount deposited.

6.2 A list of the Applicants (full names), their passport numbers, the amount paid, whether the Applicant requested an individual receipt from a bulk application and the date the application was lodged shall accompany all passport application drop-offs.

7. Receipts to Clients

7.1 The Service Provider shall provide the Applicants with a bar-coded receipt at the time of the transaction clearly indicating separate amounts paid for the passport Fee and Indian Community Welfare Fund surcharge and the Service Provider's Service Fee and charges for Value Added Services (VAS) and bank/agency charges as per mode of payment on actual basis, if any.

7.2 Subject to Sub-Clause 7.3, if more than one number of passport service applications are received together and the Applicants are traveling together, the Service Provider may issue a bulk receipt.

7.3 The Service Provider shall issue Applicants traveling together individual receipts if they request it and will notify the Mission/Post of the request in the drop-off material.

7.4 The Service Provider shall attach a duplicate of the receipt to the passport application to be delivered to the Mission/Post.

7.5 The Service Provider shall provide to the Mission/Post a daily reconciliation of Passport Fee together with Indian Community Welfare Fund surcharge remitted against applications received. Reports shall detail applications received by passport service subclass, the applicants name and the amounts received.



8.1 The Service Provider will maintain a website which will contain, but is not limited to the following information, which has been developed in consultation with the Mission.

- (a) An outline of the procedures for clients to lodge and collect their passports and passport applications;
- (b) Current passport Fee, Indian Community Welfare Fund Fee, Value added Services (VAS), and other lodgment charges; The details shall include clearly the amounts due to the Mission and Service Provider's charges such as Service Fee (SF) which is fixed for the period of contract, actual based Bank Commission/ agency charges, VAS charges as the case may be. The Service Provider shall indicate clearly the bank commission charges for different mode of payments such as Credit/debit cards, cash, cheque, demand draft, online payment etc.
- (c) A link to the Mission's/Posts' website;
- (d) Addresses and contact details for the Service Provider;
- (e) FAQs as provided and/or cleared by the Mission;
- (f) A list of public holidays during which each of the Service Provider's offices will be closed for business plus the public holiday lists provided by the Mission/Posts;
- (g) Office opening and closing hours;
- (h) A passport tracking system, that clearly indicates the status of the application;
- (i) Prominently carry an exhaustive fee schedule, listing all services offered for a fee.
- (j) Prominently display a copy of the Service Level Agreement (pertaining to the services relevant to the applicants), for the information of the applicants

8.2 The Service Provider's website shall not include:

- (a) Any recommendations relating to Agents or parties involved in the preparation of passport applications;
- (b) Any information that would jeopardize the privacy of its clients;
- (c) Advertising that does not relate to the approved services to be provided by the Service Provider;
- (d) Any information relating to consular services, or the Mission, without the prior written approval of the Mission



- (e) The Service Provider's website/IPAC shall not be used for promoting any other business activities except those concerning the outsourcing of the passport services agreed upon.

9. Indian Passport Telephone and E-mail Service

9.1 The Service Provider is to provide, within the approved Service Fee, a telephone and e-mail answering service for the Applicants by:

- (a) Establishing a separate helpline number/Call Centre;
- (b) Establishing a separate e-mail address;
- (c) Answering queries promptly (immediately or, if that is not possible, within 24 hours, as specified in the SLA);
- (d) Promptly notifying the Mission/Post if there are any concerns or queries which cannot be answered by The Service Provider's staff and/or the Service Provider's management.

10. Application Forms

10.1 The Service Provider will, upon request by the Applicant, distribute application forms to the Applicant. These may include forms printed from the website, photocopied, or provided by the Mission.

10.2 The Mission will inform the Service Provider in advance, of any changes in the application forms.

11. Training and Human Resources

11.1 The Service Provider will train staff working directly on Indian Passport processing and lodgment, including client service training, training in the operations of systems and functions that are specific to the Service Provider.

11.2 The Mission/Post will provide training to the Service Provider's employees prior to the opening of the counter facilities. This training will include training on passport classes that the Service Provider will be receiving applications for, their role in the process, correct forms and fees, supporting documentation required, privacy requirements and how to assist clients and answer their queries.

11.3 Refresher training or training of new staff may be provided by the Mission/Post as required and as convenient to both parties. Once the initial training has been provided by the Mission/Post, it is the responsibility of the Service Provider to give additional training to the staff members, through their key personnel, whenever required to maintain an efficient service system both at the counters and back-office work.



11.4 The Service Provider will promptly notify the Mission/Post in case there is any fraud or if there are any allegations of fraud in relation to the Service Provider's staff and also take appropriate remedial action in consultation with the Mission/Post.

12. Quality Assurance

12.1 The Service Provider's staff will conduct quality assurance checks. The Mission/Post will also conduct quality assurance and audit checks of the Service Provider's office and processes.

Outsourcing

12.2 The Service Provider may outsource some of the non-core services it provides to the Mission. For example, the Service Provider may use a reputable courier, security guards, caterers, etc. However the Service Provider will not outsource any of its principal services contracted with the Mission without the prior consent of the Mission.

13. Value added Services (VAS)

The Service Provider shall provide only those Value added Services (VAS) as per the list and prices approved by the Mission in the RFP. No additional services shall be provided without prior written approval from the Mission. VAS shall be provided only on the request of the applicant.

14. Advertising

The Service Provider shall not provide any advertising or promotional material to clients, which are not related to the services under this Agreement without the consent of the Mission and approval of the Ministry of External Affairs.

The Service Provider shall provide advertising and promotional material as and when required by Mission in the India Passport Application Centres (IPAC) and on the website.



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Annexure-1

**SERVICE LEVEL AGREEMENT FOR OUTSOURCING OF PASSPORT SERVICES
THIS AGREEMENT IS MADE ON THE 19th DAY OF APRIL 2016**

BETWEEN

The President of India, represented by the Ministry of External Affairs through the Embassy of India, Washington DC, with the address at 2107, Massachusetts Ave., NW, Washington DC 20008 of the one part

AND

M/s Cox and Kings Global Services (Company Registration No. U63040MH2011PTC215069 dated 21 March 2011 issued by Registrar of Companies, Maharashtra, Mumbai, India) a company incorporated in India, with its registered address at 3rd floor, Vaman Centre, Marol Makwana Rd, Marol, Andheri (East), Mumbai-400059, India., of the other part, hereinafter collectively referred to as the parties,

WHEREAS Embassy of India, Washington DC represented by (Mr. S. Satish Kumar, Head of Chancery) [hereinafter referred to as the Mission/Post] has signed an Agreement dated 19 April 2016 for outsourcing of Passport Services, hereinafter referred to as Services, with M/s **Cox and Kings Global Services** [hereinafter referred to as 'the Service Provider'].

The Service Provider, further, in order to reiterate the commitment to provide services as per the terms of the Agreement, qualitatively and quantitatively, has agreed to sign this Service Level Agreement, hereinafter referred to as SLA.

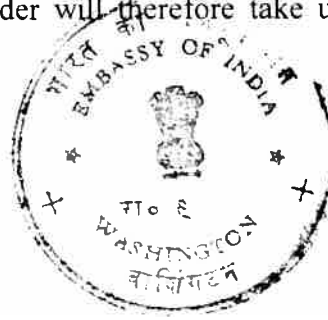
IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AS FOLLOWS:

1. Service Level Agreement - Overview

This Agreement summarises the agreed parameters of all deliverables, IT related services, accounts related services, certification, protection of data and confidentiality, dispute settlement mechanism, provision of Value Added Services and payment of penalties and will be complementary to the Main Agreement, hereinafter referred to as Agreement.

2. Adherence to Best Business practices

The Service Provider agrees to follow best business practices with utmost honesty and integrity in discharging the contracted work related to the outsourcing of passport services. The Service Provider is fully conscious of the importance of efficient and honest services to the applicants as it involves the reputation of the Mission/Post in particular and the Government of India in general. The Service Provider will therefore take utmost care to avoid any deficiency in rendering the services.



3. Periodic Review

The performance of the Service Provider in respect of the terms of this SLA is subject to periodic review every three months, or earlier if required by the Mission, to increase the efficiency of the services and enforce the responsibilities and obligations of the Service Provider as provided for in the Main Agreement.

The Country Manager based in the place of operations, or any other person approved by Mission in consultation with the Service Provider, is responsible for facilitating such regular reviews.

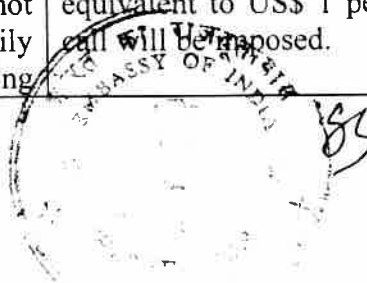
4. Service Level Parameters and Penalties for Violation:

| No. | Parameter | Service Level | Penalty for Violation |
|-----|--|--|---|
| 1. | Working Hours of India Passport Application Centre (IPAC) | Submission hours totalling 33 hours and overall working hours of 45 per week. | US\$ 500 for violation per day, unless such changes are mutually agreed in advance, including in terms of compensation of lost hours in the subsequent week. |
| 2. | Size of the IPAC | Size of the centre (Minimum: Washington DC - 1600 sq. ft.; Atlanta: 1600 sq. ft. ; Chicago: 1600 sq. ft. ; Houston:1600 sq. ft.; New York: 2500 sq. ft.; San Francisco: 2500 sq. ft.) | Any discrepancies between the offer and actual size of the IPAC will result in a penalty of \$100 per day up to a maximum of two months to rectify the situation. Any delay beyond two months, unless specifically approved, will result in termination of Contract, encashing of the Bank Guarantee for premature termination of Contract and future ban on taking part in tender processes. |
| 3. | Location of the IPAC | Location of the service centre in a reputed area with convenient accessibility and proximity to the Mission/Post (Within 3 miles of Mission/Post)-The location of the Centres must be permissible under local zoning laws. | Location of the IPAC must be as per the commitment made under Annexure-E. Any discrepancies between the offer and actual location of the IPAC will result in a penalty of \$100 per day up to a maximum of two months to rectify the situation. Any delay beyond two months, unless specifically approved, will result in termination of Contract, |

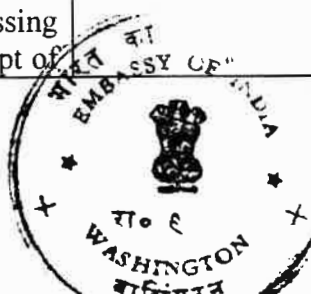


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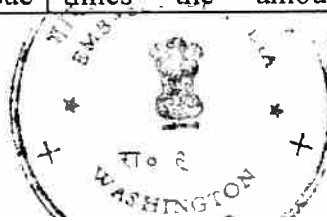
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| | | | encashing of the Bank Guarantee for premature termination of Contract and future ban on taking part in tender processes. |
| 4. | No. of Counters for Reception, Submission and Enquiry | (Minimum: Washington DC - 4; Atlanta: 4; Chicago: 4; Houston: 4; New York: 6; San Francisco: 6; counters should be designated for applicants coming with appointments, walk-in applicants, Tatkal applications, and general enquires.) | Any discrepancies between the offer and actual number of Counters in the IPAC will result in a penalty of \$100 per day up to a maximum of two months to rectify the situation. Any delay beyond two months, unless specifically approved, will result in termination of Contract, encashing of the Bank Guarantee for premature termination of Contract and future ban on taking part in tender processes. |
| 5. | Overall Turnaround time in the India Passport Application Centre | 60 minutes from arrival (time of token generation) to the submission of application (time of generation of submission receipt) in the case of applicants with appointments and a maximum of 120 minutes in the case walk-in applicants. Clear audit trails of these times should be made available on a daily basis. | Failures beyond a maximum of 10% of the cases will entail 50% of the Service Fee as penalty for delayed cases. Any delay beyond 20% of the cases will entail a penalty equivalent to the full Service Fee for all the delayed cases. In regard to such delays, the number of minutes of delay beyond 20 minutes will entail additional fine equivalent to service fee for every 20 minutes of delay. |
| 6. | Submission time spent at the counter | The scrutiny of the application at the submission counters should not exceed ten minutes | Any delay beyond ten minutes will result in a fine equivalent to 50% of the Service Fee for every additional five minutes. |
| 7. | Waiting time at the call centre for telephonic queries | Telephonic queries will be responded to from 9 A.M. to 7 P.M. with updated information on a real time basis. Waiting time will not exceed 8 minutes. A daily log indicating the waiting | If call drops and delays in answering calls exceed the agreed time by 20% of the total number of calls, a penalty equivalent to US\$ 1 per delayed call will be imposed. |



| | | | |
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| | | time and the handling time for each call will be provided. | |
| 8. | Email queries | All email queries will be answered within 24 hours, except in the case of queries that require consultation with the Mission/Post, where they will be answered in 48 hours. The service provider will provide a weekly log of details of emails received and answered. | Instances of more than 10% delays beyond the agreed limit of 24 hours (or 48 hours as applicable) will attract penalties equivalent to US\$ 1 per delayed response. |
| 9. | Postal/Courier applications | All postal/courier applications will be verifiably brought into the main tracking system on the same day. Postal applications after scrutiny will be transmitted to the Mission/Post on the next working day of receipt. The service provider will provide a weekly statement of details of postal/courier applications received, indicating the tracking number, date/time of receipt (verifiable from the tracking number) and the date/time of despatch to the Mission/Post. | Any delay in the transfer of applications to the Mission/Post without proper reasons, will lead to imposition of penalties equivalent to the service fee multiplied by the number of days of delay. |
| 10. | Five stage Website Tracking Mechanism | The status of processing and movement of documents will have the following checkpoints, to be updated on a real time basis: i) Acceptance of application form in the IPAC b) Dispatch of application form with documents to the Mission/Post c) Processing in Mission/Post d) Receipt of | Service Fee multiplied by the number of days of delay in updating the information in the website tracking system. (Installing such a system that reflects real time status). |



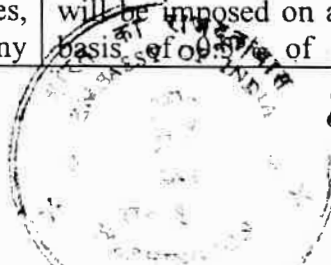
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| | | documents from the Mission/Post e) Dispatch of documents to the applicant giving details for tracking | |
| 11. | Digitisation and Indexation of documents | <p>Digitisation and indexation will be completed in a maximum of seven days, from the date of acceptance of application.</p> <p>Mission may however, not apply penalties for this for the first three months of the agreement period, to accommodate transition-related issues.</p> | Any delay beyond this time frame will entail penalties equivalent to US \$ 2 multiplied by the number of applications and the number of days of delay. |
| 12. | Provision of Courteous Services to the Applicants | The Service provider will extend courteous services to the applicants and will not allow any acts of omissions/commissions, which will bring displeasure or unpleasantness to the applicants or bring disrepute to the Mission/Post or Government of India. | <p>Any complaints of discourteous or unacceptable behaviour will lead to imposition of penalty equivalent to US\$100 in each instance.</p> <p>Repeated violations can lead to termination of Contract and a ban on taking part in future tender processes.</p> |
| 13. | Provision of Value Added Services (VAS) | Service provider understands that VAS is an optional service and will not be forced on applicants through coercion or misleading information. It is also understood that any unapproved VAS and overcharging for any service in the approved list are impermissible. | If any such incident is noticed, Service Provider will return the total amount charged to the applicant in each instance and also pay a penalty of US\$200 to Mission/Post for each such incident. |
| 14. | Procedure for Issue of Receipts | Service Provider is committed to collect the fees of the Government and Service Fee as per the fee schedule correctly and issue | If such incidents are brought to the notice of the Mission/Post, the Service Provider is liable for penalties, equivalent to three times the amount of the |



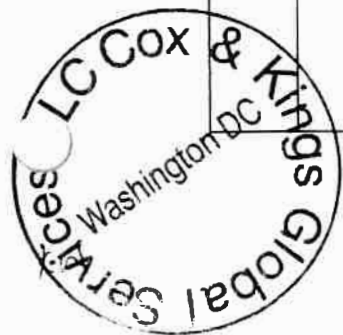
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| | | receipts accordingly, without any malpractices. The Service Provider will not issue more than one receipt to the applicant to conceal any facts from the Mission/Post in a fraudulent manner. The receipt numbers will be continuous and there will not be any unexplained missing numbers. | fraudulent receipt or US\$ 500 whichever is higher. Such acts of fraud could lead to termination of Contract, encashing of Bank guarantees and a ban on participating in future Tender Processes of the Government of India. |
| 15. | Opening of IPACs as per Schedule | The Service Provider will open all the IPACs at the same time along with the requisite infrastructure to the entire satisfaction of the Mission/Post as per the agreed Schedule, to avoid any disruption in the smooth taking over of the operations from the previous Service Provider, or in the case of initial outsourcing, to avoid any inconvenience to the Mission/Post or the applicants. | The Service Provider will forfeit the Bid Security in case of delay in establishing the Centre/(s). In that event, the Mission has the right to terminate the Contract and also encash the Bank Guarantees provided by the Service Provider. |
| 16. | Premature Termination of Contract | The Service Provider will give an advance Notice of six months to the Mission/Post for termination of the Contract by giving reasons for the same. | If not, the Service Provider will forfeit the Bank Guarantee provided to the Mission/Post in this regard |
| 17. | Acceptance of Incomplete Documents | The Service Provider will accept the application forms after due scrutiny as per the instructions of the Mission/Post. | The Service provider will pay penalties for delays due to acceptance of incomplete documents from the applicants at the IPAC counters, equivalent to Service Fee multiplied by the number of days of delay. |
| 18. | Delay in sending the completed | The Service Provider will send the application forms with documents received | If not, the Service Provider will pay a penalty equal to the Service Fee multiplied by the number of |



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| | application form along with documents to the Mission/Post | from the applicants on the same day of receipt to the Mission/Post or the next working day in case of delayed receipts. | days of delay. |
| 19. | Delay in returning passport/documents to applicants by Service Provider after service by Mission | The Service Provider will return the passports with documents received from the Mission/Post to the applicants on the next working day. | If not, the Service Provider will pay a penalty equal to the Service Fee multiplied by the number of days of delay. |
| 20. | Transfer of amounts to Mission/Post's accounts | Service Provider agrees to transfer the Government of India fees and the Indian Community Welfare Fund (ICWF) fees collected from the applicants to the Mission/Post's designated accounts on the same day or, in case of delayed receipts, the next working day. | In case of delays on this count, Service provider will pay a penalty equivalent to 0.5% of the undeposited amount multiplied by the number of days of delay. |
| 21. | Bounced Cheque/transaction | Service Provider commits fully that there will not be any case of bounced cheque/transaction while transferring the amounts to Government accounts. | In the case of any such incidents, Service Provider will pay a penalty of US\$1000 per incident or 10% of the value of Cheque/transaction whichever is higher. Repeated instances of cheque bounces may lead to cancellation of the contract and a ban on participation in future bids. |
| 22. | Payment penalties of | Service Provider will make payment of penalties as indicated in the Request for Proposal (RFP)/Agreement and will also make payment of additional penalties, wherever specified, for any | If penalties are not paid within seven days including holidays, from the date of issue of Notice by email regarding imposition of penalties, additional penalties will be imposed on a cumulative basis of 0.5% of the amount |



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| | | delay in payment of penalties imposed by Mission/Post. | payable per day, if reasons for such delays are not acceptable to the Mission/Post. In the case of non-payment of additional penalties for a period exceeding four weeks, Mission/Post will have the right to encash the Bank Guarantees as appropriate. |
| 23. | Loss of Passports/ documents | Service Provider commits that there will not be any loss of passports or documents during transaction between IPACs and Mission/Post and the applicants/Postal/courier services. | In the case of any such loss, Service Provider will pay a penalty of US\$1000 per passport or document and all replacement and legal costs shall be borne by the Service Provider. |
| 24. | Recoupment of Bank Guarantees in the event of encashment of Bank Guarantees by the Mission/Post. | In the event of any expiry or encashment of Bank guarantees by the Mission/Post, the Service Provider will be required to recoup the Bank guarantees within two weeks of the same. | Whenever the Bank Guarantees have expired or encashed, the relevant amount should be recouped within two weeks beyond which a penalty of 10% will be imposed per week. Continued nonpayment may lead to encashment of all the Bank Guarantees and termination of Contract. |
| 25. | Non-availability of hunting CCTV live feed | The Service Provider should provide hunting CCTV live feed of the IPAC to the Mission/Post. | No. of days non-availability multiplied by US\$100 |
| 26. | Appointment of staff without requisite qualification. | The staff of IPAC should have appropriate qualification to handle the respective work with minimum qualification being a graduate. | US\$ 200 per week till the matter is rectified. A part of the week will be taken as full week. |
| 27. | Working absentia in | The Service provider should be directly involved in the outsourcing work of the Mission and not on commission/royalty basis or any such arrangement. The Service Provider should | In the violation on this account, the Mission has the right to terminate the Contract, encash the Bank guarantee and impose a future ban on taking part in tender processes. |





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| | | specify the key staff (Country Manager etc.) to be stationed in the City/Country. | |
| 28. | Delay in submission of website certification. | The service Provider should submit the requisite website certification within 3 months from the date of award of Contract. | US\$500 per day for any delay beyond the prescribed period up to a maximum of 30 days after which Mission has the right to terminate the Contract if the reasons for delay are not accepted by the Mission. In that event, the Service Provider will forfeit the Bank Guarantee provided for premature termination of Contract. Mission shall also have the right to ban the Service Provider from participation in future tender processes. |
| 29. | Delay in submission of Insurance Policy | The service Provider should submit the requisite Insurance Policy within 1 month from the date of commencement of operations | US\$500 per day for any delay beyond the prescribed period up to a maximum of 30 days after which Mission has the right to terminate the Contract if the reasons for delay are not accepted by the Mission. Mission shall also have the right to ban the Service Provider from participation in future tender processes. |

5. Discretion of Mission

The decision regarding the period of delay would be at the discretion of Mission after taking into consideration all aspects of the situation. However, before imposition of any penalties hereunder the Service Provider will be accorded a fair opportunity to respond to the complaints. The entire period of such correspondence shall not exceed 10 working days . If no decision is conveyed by the Mission to the contrary, the original penalty notice issued by Mission will be final.




Failure to comply with the terms and conditions of payment of fees due to the Government of India and penalties imposed by Missions/Posts within the prescribed time limits in the previous and present Contracts with Ministry of External Affairs or Missions/Posts shall make the company ineligible to take part in the future tender processes.


7. This SLA forms an integral part of the main Agreement dated 19th April 2016 signed between the Parties for providing the said services and remains valid along with the main Agreement.

8. This SLA does not replace the main Agreement in any way but will be complementary to it. In case of any discrepancy or doubt, the interpretation favourable to the Mission/Post and the applicants will prevail. In witness whereof the parties to this Service level Agreement have set their hands and seal in this agreement on this 19th day of April 2016.


SIGNED SEALED AND DELIVERED
For and on behalf of the Embassy of India,
Washington DC by


S. Satish Kumar,
Head of Chancery,
Embassy of India,
Washington DC

In the presence of


Prasanna Shrivastava,
First Secretary (Political & CPV),
Embassy of India,
Washington DC

SIGNED SEALED AND DELIVERED
For and on behalf of M/s Cox and Kings
Global Services Private Limited, India


Kiran Nambiar,
Vice President & Country Manager
Cox & Kings Global Services Private
Limited,
Washington DC

In the presence of


Raj Chetri,
Deputy Manager,
Cox & Kings Global Services Private
Limited,
Washington DC

Note:

All pages should be initialled with seal by both the parties



[Handwritten signature]

Signature
Name & Designation
(Service Provider)
KIRAN NAMBIA
VICE PRESIDENT & COUNTRY M

[Handwritten signature: S. Satish Kumar]

Counter signed by Mission
Name & Designation

S Satish Kum.
First Secretary (i
Embassy of In.
Washington D.



Annexure-2**List of Approved Value Added Services (VAS)**

| S.No. | Name of the VAS | Price |
|-------|---|---|
| 1 | Photocopying (per page) | US\$ 1 |
| 2 | Photographs | US\$ 7.99 for 4 photographs and 30 cents for each additional photograph |
| 3 | Printing (per page) | 10 cents |
| 4 | Courier service (next day) | US\$ 15 |
| 5 | Form filling | US\$ 19.95 |
| 6 | Comprehensive SMS service for minimum of 10 SMSs (in addition to the complimentary SMS service) | US\$ 5 |



Signature
Name & Designation
(Service Provider)
KIRAN NAMBIAR
VICE PRESIDENT & COUNTRY MGR


Counter signed by Mission
Name & Designation

S Satish Kumar
First Secretary (HOC)
Embassy of India
Washington D.C.



